

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF SERVICES

The Government expects to make a single award as a result of this competition. This is a 100% Woman-Owned Small Business (WOSB) set-aside acquisition. The Contractor shall perform the work in accordance with the contract and task orders that will be issued by the United States Patent & Trademark Office (USPTO), and shall provide the contract services at the firm fixed rates identified in Section J Attachment 1 entitled “ITSS Labor Categories.

B.2 CONTRACT TYPE

The Government contemplates making a single award as a hybrid type contract, which incorporates Labor Hour/Time and Material and Fixed-Price task orders. The USPTO will issue work under the contract via the issuance of task orders.

B.3 SCHEDULE OF PRICES

**Base Year – Date of Contract Award through 12 months
Fully Burdened Hourly Labor Rates**

ITEM	LABOR CATEGORY	HOURLY ON-SITE RATE w/ EQUIPMENT/ FURNITURE	HOURLY ON-SITE RATE w/o EQUIPMENT/ FURNITURE	HOURLY OFF-SITE RATE
CLIN 1001A The estimated man-hours is 185,000 yearly	See attachment 1	See attachment 1	See attachment 1	See attachment 1
CLIN 1002B ODC's				

Base Year – Date of Contract Award through 12 months

ITEM	DESCRIPTION	TOTAL FIXED PRICE
CLIN 1003C	Hardware and Software Maintenance Task Order ITSS-03 See Attachment 2 – Equipment List	\$

CLIN 1001A - The Contractor shall furnish the Government with Technical Support Services as described in Section C below.

CLIN 1002B - Necessary Other Directs Costs (ODC's), Material/Equipment/Maintenance (These supplies will be identified in individual Task Order).

CLIN 1003C - The Contractor shall furnish the services at the fixed price identified in CLIN 1003C identified above, entitled “Hardware and Software Maintenance. **The specified fixed price shall include wages, overhead, general and administrative expenses, and profit. CLIN 1003C prices should encompass and match Attachment 2 entitled “List of Equipment Requiring Hardware and Software Maintenance”.**

Option Year 1– 12 Months (If Option is Exercised)
Fully Burdened Hourly Labor Rates

ITEM	LABOR CATEGORY	HOURLY ON-SITE RATE w/ EQUIPMENT/ FURNITURE	HOURLY ON-SITE RATE w/o EQUIPMENT/ FURNITURE	HOURLY OFF-SITE RATE
CLIN 2001A The estimated man-hours is 185,000 yearly	See attachment 1	See attachment 1	See attachment 1	See attachment 1
CLIN 2002B ODC's				

Option Year 1 – Date of Contract Award through 12 months

ITEM	DESCRIPTION	TOTAL FIXED PRICE
CLIN 2003C	Hardware and Software Maintenance Task Order ITSS-03 See Attachment 2 – Equipment List	\$

CLIN 2001A - The Contractor shall furnish the Government with Technical Support Services as described in Section C.

CLIN 2002B - Necessary Other Directs Costs (ODC's), Material/Equipment/Maintenance (These supplies will be identified in individual Task Orders).

CLIN 2003C - The Contractor shall furnish the services at the fixed price identified in CLIN 2003C identified above, entitled “ Hardware and Software Maintenance. **The specified fixed price shall include wages, overhead, general and administrative expenses, and profit. CLIN 2003C prices should encompass and match Attachment 2 entitled “List of Equipment Requiring Hardware and Software Maintenance”.**

Option Year 2 – 12 Months (If Option is Exercised)
Fully Burdened Hourly Labor Rates

ITEM	LABOR CATEGORY	HOURLY ON-SITE RATE w/ EQUIPMENT/ FURNITURE	HOURLY ON-SITE RATE w/o EQUIPMENT/ FURNITURE	HOURLY OFF-SITE RATE
CLIN 3001A The estimated man-hours is 185,000 yearly	See attachment 1	See attachment 1	See attachment 1	See attachment 1
CLIN 3002B ODC's				

Option Year 2 – Date of Contract Award through 12 months (If Option is Exercised)

ITEM	DESCRIPTION	TOTAL FIXED PRICE
CLIN 3003C	Hardware and Software Maintenance Task Order ITSS-03 See Attachment 2 – Equipment List	\$

CLIN 3001A - The Contractor shall furnish the Government with Technical Support Services as described in Section C.

CLIN 3002B - Necessary Other Directs Costs (ODC's), Material/Equipment/Maintenance (These supplies will be identified in individual Task Orders). See Attachment 2 entitled "List of Equipment requiring Hardware and Software Maintenance".

CLIN 3003C - The Contractor shall furnish the services at the fixed price identified in CLIN 3003C identified above, entitled "Hardware and Software Maintenance. **The specified fixed price shall include wages, overhead, general and administrative expenses, and profit. CLIN 3003C prices should encompass and match Attachment 2 entitled "List of Equipment Requiring Hardware and Software Maintenance".**

Option Year 3– 12 Months (If Option is Exercised)
Fully Burdened Hourly Labor Rates

ITEM	LABOR CATEGORY	HOURLY ON-SITE RATE w/ EQUIPMENT/ FURNITURE	HOURLY ON-SITE RATE w/o EQUIPMENT/ FURNITURE	HOURLY OFF-SITE RATE
CLIN 4001A The estimated man-hours is 185,000 yearly	See attachment 1	See attachment 1	See attachment 1	See attachment 1
CLIN 4002B ODC's				

Option Year 3 – Date of Contract Award through 12 months (If Option is Exercised)

ITEM	DESCRIPTION	TOTAL FIXED PRICE
CLIN 4003C	Hardware and Software Maintenance Task Order ITSS-03 See Attachment 2 – Equipment List	\$

CLIN 4001A - The Contractor shall furnish the Government with Technical Support Services as described in Section C.

CLIN 4002B - Necessary Other Directs Costs (ODC's), Material/Equipment/Maintenance (These supplies will be identified in individual Task Orders).

CLIN 4003C - The Contractor shall furnish the services at the fixed price identified in CLIN 4003C identified above, entitled "Hardware and Software Maintenance. **The specified fixed price shall include wages, overhead, general and administrative expenses, and profit. CLIN 4003C prices should encompass and match Attachment 2 entitled "List of Equipment Requiring Hardware and Software Maintenance".**

**Option Year 4– 12 Months (If Option is Exercised)
Fully Burdened Hourly Labor Rates**

ITEM	LABOR CATEGORY	HOURLY ON-SITE RATE w/ EQUIPMENT/ FURNITURE	HOURLY ON-SITE RATE w/o EQUIPMENT/ FURNITURE	HOURLY OFF-SITE RATE
CLIN 5001A The estimated man-hours is 185,000 yearly	See attachment 1	See attachment 1	See attachment 1	See attachment 1
CLIN 5002B ODC's				

Option Year 4 – Date of Contract Award through 12 months (If Option is Exercised)

ITEM	DESCRIPTION	TOTAL FIXED PRICE
CLIN 5003C	Hardware and Software Maintenance Task Order ITSS-03 See Attachment 2 – Equipment List	\$

CLIN 5001A - The contractor shall furnish the Government with Technical Support Services as described in Section C.

CLIN 5002B - Necessary Other Directs Costs (ODC's), Material/Equipment/Maintenance (These supplies will be identified in individual Task Orders).

CLIN 5003C - The Contractor shall furnish the services at the fixed price identified in CLIN 5003C identified above, entitled “ Hardware and Software Maintenance. **The specified fixed price shall include wages, overhead, general and administrative expenses, and profit** CLIN 5003C prices should encompass and match Attachment 2 entitled “List of Equipment Requiring Hardware and Software Maintenance”.

B.4 CEILING PRICE

The Contractor shall not make expenditures or incur obligations in the performance of this Contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

B.5 COST/PRICES

- (a) The Contractor shall provide the services under this contract at the fixed hourly rates proposed (*Offeror must fill in*) in Attachment 1 (Information Technology Services Support (ITSS) Labor Categories) to this RFP. The specified fixed hourly rates shall include wages, overhead, general and administrative expenses and profit. The proposed hourly rates will be deemed a fully burdened hourly rate.
- (b) In addition, contract-level program management support costs shall also be included in the fixed hourly rates proposed in Attachment 1, ITSS Labor Categories to this RFP, and encompass support for contract-level management,

reporting and related travel and meeting attendance costs associated with the Contractor's program management staff, as it relates to overall management of the ITSS program. These program management support costs are differentiated from individual task order management support costs, which are billed as direct costs against individual task orders for direct support to the effort performed under those task orders. This will result in direct billings at the task order for labor hours in the specific labor categories to support program management for the task order.

- (c) IT Security Implementation: The Contractor shall comply with Section H.20-Security Requirements for Information Technology Resources at no additional cost to the Government.

B.6 OTHER DIRECT COSTS (ODC's)

- (a) The purchase of hardware and software may be required in support of the associated task orders. Any purchases will be specified at the task order level. All costs for ODCs shall be separately proposed.
- (b) The purchase of hardware and software and associated information technology components to support an emergency disaster recovery operation may be required. Specifics of the purchases will be detailed at the Task Order level, as needed.

B.7 RATE REFRESHMENT

- (a) The labor rates are fixed for all contract year periods; however, the Contractor may submit a proposal reducing the fixed labor rates at any time during the life of this contract. The proposed labor rates for the out years for Options 1 – Option 4 should be all inclusive of any escalations. The Government will review these proposals and determine if the revised rates are in the best interest of the Government. If the rates are accepted, the Government will modify the contract by incorporating the new rates into the Section B.3 Schedule of Prices.
- (b) At any time and throughout the life of the contract, at the request of either the Contractor or the Government, the Contractor may propose additional labor categories, rates and descriptions in addition to the Government labor categories. These additional labor categories, rates and descriptions will be negotiated on a case-by-case basis. The additional categories, rates and descriptions proposed, upon determination by the Government that they are fair and reasonable, will be incorporated by modification into the Section B.3 Schedule of Pr

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Information Technology Support Services (ITSS)

1. Background

The United States Patent and Trademark Office (USPTO) headquartered in Alexandria, Virginia; is an agency within the Department of Commerce, responsible for granting U.S. patents and registering trademarks. There are two major components to the Agency – the Patent organization and the Trademark organization, bolstered by a number of supporting business units, creating a workforce over 9,000 strong-- including engineers, scientists, attorneys, analysts, and computer specialists.

The USPTO's mission is anchored in Article I, Section 8, Clause 8, of the U.S. Constitution: “to promote the progress of science and useful arts, by securing for limited times to authors and inventors the exclusive right to their respective writing and discoveries” as well as the Commerce Clause of the U.S. Constitution (Article 1, Section 8, Clause 3) supporting the federal registration of trademarks.

The USPTO advises the President of the United States, the Secretary of Commerce and U.S. Government agencies on the intellectual property (IP) policy, protection and enforcement; and promotes the stronger and more effective IP protection around the world. The USPTO furthers effective IP protection for U.S. innovators and entrepreneurs worldwide by working with other agencies to secure strong IP provisions in free trade and other international agreements. It also provides training, education and capacity building programs designed to foster respect for IP and encourage the development of strong IP enforcement regimes by U.S. trading partners.

The USPTO continues to be a leader in telework programs. Creating a workforce that can seamlessly perform work from remote locations, all USPTO business units now participate in the overall USPTO telework initiative. Telework at the USPTO is a corporate business strategy, which supports mission achievement and goal fulfillment via a distributed workforce. Today, more than 7,300 employees agency-wide work from home at least one day per week, an increase of nearly 700 from the beginning of fiscal year 2012. The USPTO is headquartered in Alexandria, Va, but we have satellite and other offices in Michigan, California, Pennsylvania, Colorado, and Texas.

The USPTO is organized to support its constitutionally-mandated business functions, with a Commissioner for Patents, a Commissioner for Trademarks, Advisory Committees, and Appeals Boards that report directly to the Under Secretary for the US Patents & Trademark Office. The other offices that report directly to the Director provide support for enterprise-wide management functions.

One of those offices, is the Office of the Chief Information Officer (OCIO), which by law oversees all information technology (IT) used by the USPTO.

- The OCIO Vision is to “*provide service excellence through reliable, secure, cost-effective and responsive delivery.*”

- The OCIO Mission is to “*enable the success of the USPTO with information and technology services through cooperation with our business partners.*”

Information technology is a mission-critical enabler for every USPTO business function. The productivity of Patent and Trademark operations is directly correlated to the performance of their IT systems. To that end, the OCIO strives to ensure that these IT systems are maintained in a ready state for daily operation. The *Information Technology Support Services (ITSS)* contract, directly contributes to this Operation Readiness by providing support services critical to the operations and maintenance of the IT infrastructure and services.

2. Objective

The OCIO has a continuing requirement for IT support services necessary to monitor, operate, support, document and improve the USPTO automated systems and the underlying IT infrastructure. It is USPTO’s intent that this contract will provide the additional support services necessary to assist the OCIO in meeting these IT requirements.

3. Scope of Work

The OCIO has identified various IT requirements that have been highlighted below. This list is not all inclusive. Additional support services may be required as changes/improvements occur. The Contractor shall work as an integrated team with the USPTO staff, other USPTO Contractors and outside vendors -- as designated by USPTO in support of these efforts. The Contractor shall provide technical support services in the following areas:

3.1. Data Maintenance

- 3.1.1. Provide support for the timely and accurate transferring, loading, processing, updating and validating of USPTO domestic and foreign data to a diverse number of Automated Information Systems (AIS). Provide data and system related troubleshooting support and software/system analysis support. (See Attachment 4 entitled “Technology Stack per Task”)

3.2. Facilities Management

- 3.2.1. Provide support for the installation of new or relocated servers or the removal of surplus servers; gather information from existing servers and/or packing slips when new servers are received and provide this information to Data Center Facilities Maintenance System (DCFMS)/ Information Technology Facility Management System (ITFMS) personnel; provide physical inventory; install and remove IT hardware (servers, monitors network equipment, server racks); provide scanning support, including tagging new assets, surplus of old assets, receiving new assets, and shipping new and surplus of assets from USPTO’s Facilities. (See Attachment 4 entitled “Technology Stack per Task” – ITSS-02)

3.3. Hardware/Software Maintenance, Server Upgrades, & Peripherals

- 3.3.1. Provide IT hardware maintenance and operating system software maintenance for a variety of hardware platforms that encompass servers, scanners and printers. A list of equipment to be supported is included in

Section J, Attachment 2. The Contractor shall assume the day-to-day maintenance of the USPTO maintenance tasks for the ITSS contract for duration of Task Order. (See Attachment 4 entitled “Technology Stack per Task” – ITSS-03)

3.4. Storage Administration

- 3.4.1. Provide support in the areas of Storage Administration Network, to include SAN, NAS, high availability software/hardware data replication and bunkering (BCDR – Business Continuity/Disaster Recovery), data protection (back-up and recovery); and hardware and software installation, configuration, maintenance and retirement. (See Attachment 4 entitled “Technology Stack per Task”).

3.5. Unified Communications

- 3.5.1. Provide technical services for Telecommunications, USPTO Unified Business Collaboration (UBCS), and Distributed Antenna System (DAS). Support will include operation, maintenance, administration and support of voice and/or video communications systems/subsystems. Administer WebEx Cloud configuration; monitor/address WebEx alerts and assist users with immediate operation issues with WebEX meetings; administer DAS system and monitor/troubleshoot/resolve reported customer problems. (See Attachment 4 entitled “Technology Stack per Task”).

3.6. Project Systems

- 3.6.1. Provide technical services to support the design and/or deployment activities specific to discrete application and/or infrastructure projects within the OCIO. These services are: Server Replacement Support, IPV6 Solution Implementation, HP-UX Server Replacement, AIX Server Replacement, One Portal DOSSIER (OPD), TMNG Web and Business Services 2, Storage Solutions Architect Support, FPNG Stakeholder and Stored Payment Account Management (SSPAMS), Exploring Search Technologies, SharePoint Migration to SharePoint 2010, and FPNG Stakeholder and Stored Payment Account Management Information (SSPAMI).

3.7. Operating System (OS) Operations

- 3.7.1. Provide support to the service desk, command center, network administrators, and application programmers by maintaining UNIX, Linux, AIX and Windows based systems. This involves ongoing activity in the areas of installing, configuring, automated monitoring, maintenance/upgrade, troubleshooting, and the general administration of all system level software, to include virtualization, RedHat Enterprise Virtualization (RHEV) and Cloud technology. (See ITSS Attachment 4 entitled ITSS-04 OS Operations).

3.8. Software as a Service (SaaS)

- 3.8.1. Provide technical services for USPTO developed and customized applications, as well as, Commercial-off-the-shelf (COTS) applications that reside above the infrastructure platform. Provide support for installation,

deployment, configuration, administration, maintenance, patching, upgrades, troubleshooting, testing and all security aspects.

3.9. Database Administration (DBA)

- 3.9.1. Provide DBA support for over 300 databases. Install, administer and upgrade relational databases and database software; install software; create, manage and upgrade databases; and use utilities to identify and correct complex software/hardware problems. (See ITSS Attachment 4 entitled “Technology Stack per Task”).

3.10. Enterprise/Project Support

- 3.10.1. Provide technical support services and Subject Matter Experts (SME) for all tasks orders under this contract, on an as needed basis. Support services may include but are not limited to: technical writing support to facilitate the documenting of operational and maintenance processes and procedures; drafting/CAD engineering; documenting knowledge transfer/lessons learned sessions; specialized technical support on an as needed basis, by SMEs in areas such as - SAN Storage, Oracle, Microsoft Exchange, Voice and Video Communications, Networks and Cloud Computing.

3.11. Service Level Agreements (SLAs)

- 3.11.1. In support of USPTO’s dynamic 24X7 operating environment and stringent requirements of the Program Offices, the OCIO has imposed service level agreements on a number of activities - specific to each task. The specific details of the SLAs will be identified in each task order(s) due to the volume, complexity and criticality of the SLAs.

4. Continuity of Operations Plan (COOP) and Remote Support

4.1. Limited Assigned Telework

One of the major benefits of telework is the ability to continue working at an alternate worksite in order to maintain the continuity of the Federal Government operations during **emergency situations**. Invoking telework on a limited basis for Contractors may be considered during emergency situations – if the event prevents the Contractor staff from commuting to or entering the contract/task order specified *Place of Performance*. Emergency situations and/or events are defined as, but not inclusive of: severe weather conditions, Acts of God, terrorist attacks, infrastructure failures, place of performance being shutdown, activation of USPTO’s contingency plan, or Pandemic Flu; and/or any other situation designated by USPTO. Assigned telework will be considered, to the degree required by an emergency, as defined above; and/or under limited circumstances, *as determined by the Contracting Officer, Contracting Officer Technical Representative (COTR) and the Task Order Manager*. However, in no event shall telework interfere with the performance of work requirements. The USPTO, in its sole discretion, has the right to prohibit telework, should it be found to be interfering with responsibilities under the contract and associated Task Orders.

The Government will not consider any personal costs incurred during the emergency event, for which, telework has been invoked for the assigned

timeframe (i.e., Internet Service Provider fees, telephone line, utilities, meals, lodging, etc.) as Other Direct Costs.

4.2. Remote/Off-site Work Requirements

- 4.2.1. The ITSS contract has been determined to be essential in the ongoing successful operations of the USPTO infrastructure. This team is required to respond immediately if employees are prevented from working normally at their designated offices and/or requiring on-going operations from off-site locations. Such conditions will trigger the activation of the following Plan(s), which the contractor is expected to fulfill.

Continuity of Operations (COOP)

Contingency Plan (CP)

Disaster Recovery Plan (DRP)

Incident Response Plan (IRP)

Pandemic Outbreak

Catastrophic event the immobilizes technologies such as Email, Internet, Applications, Infrastructure, Enterprise Storage and/or Data Center operability

- 4.2.2. Accordingly, all performance under this Contract shall continue without delay, interruption or disruption, under an agreed upon time in the COOP, CP, DRP, and/or IRP. However, when appropriate and approved by the Contracting Officer - the contractor employees may be allowed to work remotely.
- 4.2.3. Should an event occur, the Contractor hereby agrees to continue providing support services under the COOP, CP, DRP, and/or IRP of this Contract at a 50% level, hereafter referred to as a "modified performance level," throughout the duration of the event, or until such time as USPTO, at its discretion, as ordered by the Contracting Officer and directed by the COTR and/or Task Order Manager, determines the "modified performance level" to be necessary, whichever is later.
- 4.2.4. If recovery of the infrastructure and systems cannot be done remotely, at the approval of the Task Order Manager and/or COTR, the Contractor must report physically to the USPTO site to perform recovery activities.
- 4.2.5. Terms and conditions of the COOP, CP, DRP, and/or IRP at the "modified performance level" shall be negotiated between the Contractor and the USPTO Contracting Officer once the contract is awarded.
- 4.2.6. Performance by the Contractor at a "modified performance level" pursuant to this clause shall not commence until the Contractor receives an email or written order exercising the option to implement the COOP, CP, DRP, and/or IRP or a verbal order from the Contracting Officer.
- 4.2.7. The written notice by the CO commences a modification that becomes incorporated into the contract. The COOP, CP, DRP, and/or IRP for

operations at the “modified performance level” provided by the Contractor are hereby incorporated into the Contract. Failure of the Contractor to maintain the "modified performance level" of supplies or services until the COOP, CP, DRP, IRP, Pandemic Influenza outbreak, SARS outbreak, biomedical emergency or other catastrophic event has been declared ended, or for such time until the USPTO determines that the "modified performance level" should be discontinued, whichever is later, shall constitute a breach of the Contract and shall entitle the USPTO to immediately pursue any and all remedies to redress the Contractor's breach of this Contract.

- 4.2.8. The Contractor employees may be allowed to work remotely to:
- Access essential network operating systems and protocols, local and wide area network connectivity;
 - Provide maintenance of current systems, applications and web-enabled application development;
 - Gain remote access to the Disaster Recovery (DR) site, Regional offices, COOP site, and/or any USPTO designated site;
 - Provide support services for the following recovery and reconstitution tasks as outlined in the COOP plan: (1) emergency response, (2) infrastructure, (3) server, (4) data backup, (5) desktop installation, (6) data center (7) storage (SAN/NAS);
 - Provide technical support for critical functions as identified in the Disaster Recovery Documents and Plans;
 - Provide assistance with incident response handling procedures for analysis, containment, eradication, recovery of security incidents for USPTO’s major information systems.
- 4.2.9. Contractor personnel may be required to relocate to the DR site or the COOP site in Boyers, PA during an emergency.
- 4.2.10. As for remote work sites, contract personnel with authorization may be allowed to work from home on weekends, holidays, during government closings, at a regional site, or other site deemed appropriate and approved by the Contracting Officer. In addition, the contractor’s personnel may be required to work before and after hours to resolve technical problems for major information systems. For outbreaks (e.g., Pandemic, SARS), shift work may be required and shall be determined and at the approval of the CO for contractor’s personnel. For all remote and before/after hour work, approvals shall be granted via an email or verbal authorization by the Contracting Officer. A follow-up report of actions taken, duration, and work performed during the event, must be submitted to the CO, COTR and Task Order Manager within 3 business days of the conclusion of the event.
- 4.2.11. Once the event has passed and normal operations conditions have been restored, the Contractor will participate in a “Lessons Learned” session with USPTO staff to discuss and document improvements to the operations and recovery processes and procedures.

5. **Technology Stack per Task**

Attachments 5a-5d are the sample tasks as listed: See details in Section L.15(e) entitled “Use of Resources”.

Attachment 5a	ITSS-01 SSB Software Support
5b	ITSS-02 Facilities Management
5c	ITSS-03 HW/SW Product Maintenance Spreadsheet
5d	ITSS-04 OS Operations

6. **Knowledge Transfer**

- 6.1. The Contractor will conduct knowledge transfer activities with OCIO staff and other USPTO Contractors during the course of performing normal daily activities.
- 6.2. As USPTO prepares to complete a task order, it is looking toward preserving the knowledge that the Contractor has amassed throughout the period of performance. As such, the Contractor shall perform knowledge transfer activities with USPTO staff, to ensure that accumulated wisdom is ***documented*** and shared with USPTO team members.
- 6.3. Throughout the duration of the contract, the Contractor shall ensure all issues, operational procedures; configuration changes, “workarounds”, and solutions are documented and checked into ITSM Remedy and SharePoint, where applicable.

7. **Phase-In Support**

- 7.1. USPTO plans for approximately 10 to 30 days of contract transition, if necessary, during which the successful Offeror will provide the minimum staff to perform necessary transition at the task order level. To meet this requirement, the Contractor shall provide a final Transition Plan. The final Transition Plan shall demonstrate understanding of the transition tasks and the complexities of assuming responsibility for the task orders. The Transition Plan shall include a transition management plan, labor mix (categories and hours), schedules, and milestones, and shall identify any technical or management issues requiring resolution. The Contractor shall provide rationale for the composition of the transition team. The Transition Plan shall be developed to have minimal schedule/technical support impact. The labor mix information provided must be fully consistent with the price proposal.

8. **Phase-Out Support**

- 8.1. The Contractor shall provide phase-out support at the completion of a task order and the contract, to include unencumbered access to the operations and maintenance team. The phase-out activities shall include a briefing and all documentation provided by the Contractor to describe the status of all activities and deliverables required in the task order/contract. The deliverables to be included shall consist of deliverables in both complete and incomplete phases, documentation for any actions being performed for operations/maintenance or support to include all known software issues, status of software problem reports,

known workarounds, all other documentation, and any other electronic data applicable to the task order at no increase in cost to the USPTO.

- 8.2. The Contractor shall provide no less than five (5) working days of phase-out support to the USPTO designee(s). Phase-out support shall start no later than five (5) days prior to the completion of the task order.

9. Reports/Deliverables for Task Orders

- 9.1. Each Task Order will identify specific reports/deliverables required, pertinent to the task.

10. Deliverables/Reports

Templates for the Monthly Status Report, Invoice Template, Contractor Actuals Template, and High-level Plan Template can be found, as attachments, in Section J.

Item Number	Product/Event	Delivery Date(s)	Delivered to
1.	Kick-off meeting	No later than (NLT) five (5) business days after award	<i>To occur at USPTO Alexandria</i>
2.	Weekly Report	Per the Task Order Manager direction	<i>Task Order Manager (TOM)/COTR</i>
3.	Monthly Status Report	NLT the 10 th of the month	<i>COTR/TOM</i>
4.	Knowledge Transfer Report per Task Order	NLT 5 business days following a deployment or any new operations/maintenance activity	<i>TOM/COTR</i>
5.	Knowledge Transfer Summary Report	Included with Monthly Status Report	<i>COTR</i>
6.	Meeting Agendas, Minutes & Action Items	NLT one (1) business day after meeting	<i>Task Order Manager or COTR</i>
7.	Quality Assurance Surveillance Plan (QASP)	<i>Draft:</i> As part of the technical proposal <i>Final:</i> NLT five (5) business days after Kick-Off Meeting	<i>COTR</i>
8.	Transition Plan	<i>Draft:</i> As part of the technical proposal <i>Final:</i> NLT five (5) business days after Kick-Off Meeting	<i>Contracting Officer/COTR</i>
9.	Invoice Template	NLT the 10 th of the month; submitted with invoice	<i>Office of Finance/COTR</i>
10.	Contractor Actuals	Bi-monthly due NLT 10 th and 25 th	<i>Vendor Management Division specified</i>

Item Number	Product/Event	Delivery Date(s)	Delivered to
			<i>electronic inbox and copy to the COTR</i>
11.	High-level Plan Template	NLT five (5) business days after award of new task and/or funding contract modification	<i>Vendor Management Division specified electronic inbox</i>

All deliverables shall be submitted electronically to the COTR and TOM in a format compatible with USPTO's standard baseline -- Microsoft Office 2010 / Microsoft Project 2010 (or new versions) and are subject to government review and acceptance. The Transition Plan is the only deliverable that shall be delivered to the CO. All deliverables shall become property of the USPTO.

11. List of Acronyms and Terms

ACRONYM	DEFINITION
ABSS	Automated Biotechnology Sequence Search System
AIS	Automated Information System
AIW	Application Images on the Web
AWS	Amazon Web Services
C3	CIO Command Center
CDS	Classification Data System
CPC	Cooperative Patent Classification
CPN	Critical Problem Notification
CO	Contracting Officer
COOP	Continuity of Operations Plan
COR/COTR	Contracting Officer's Representative/ Contracting Officer's Technical Representative
COTS	Commercial-Off-The-Shelf
CR	Change Record
CRLS	CD-ROM Reference Library System
DBA	Data Base Administrator
DCFMS	Data Center Facilities Maintenance System
DSB	Database Services Branch
DOC	Department of Commerce
DLT	Digital Linear Tape
EAMS	Enterprise Asset Management System
EAP	Enterprise Application Platform
EIT	Electronic Information Technology
EOC	Enterprise Operations Center
EPSD	Enterprise Platform Services Division
ESB	Enterprise Service Bus
ETBS	Enterprise Tape Backup System
ERA	Enterprise Remote Access
EWS	Enterprise Web Server
FIDL	Foreign Image Data Load System
FPNG	Fee Processing Next Generation
FOB	Facilities Operations Branch
ISD	Infrastructure Services Division
IT	Information Technology
ITFMS	Information Technology Facility Management System
ITSM	Information Technology Service Management
ITSS	Information Technology Support Services
MDE	Madison East Building
MDW	Madison West Building
NAC	Network Access Control
OAED	Office Application and Engineering Division
ODC	Other Direct Cost
OEM	Oracle Enterprise Manager
OIEO	Office of Infrastructure Engineering and Operations
OSP	Operational Support Plans

OSOS	OS Operations Section
OSAES	OS Administration and Engineering Section
PASS	Patent Application Services and Security
PE2E	Patents End to End
PM	Problem Management
PM	Preventive Maintenance
PIW	Patent Images on the Web
PR	Problem Record
PSB	Production Services Branch
PSIPS	Publication Site for Issued and Published Sequences
QBE	Query by Example
RCA	Root Cause Analysis
RDBMS	Relational Database Management System
RHEV	RedHat Enterprise Virtualization
RSQ	Randolph Square (Shirlington, VA)
SDL	Systems Development Lead
SDM	Systems Development Manager
SLA	Service Level Agreement
SR	Service Record
SOA	Service Oriented Architecture
SOC	Security Operations Center
SSB	Software Services Branch
SOP	Standard Operating Procedures
SOW	Statement of Work
TMNG	Trademarks Next Generation
TO	Task Order
TOM	Task Order Manager
USPTO	United States Patent and Trademark Office
VDI	Virtual Desktop Infrastructure
WALS	Weekly Application Load System
WAPS	Weekly Application PDF System
WILS	Weekly Issue Load System
WIPS	Weekly Issue PDF System
WULS	Weekly Unpublished Load System

SECTION D - PACKAGING AND MARKING**D.1 PACKING AND MARKING**

Packing, labeling and marking of some items to be delivered under this contract must comply with the Statement of Work and with instructions to be provided by the Contracting Officer's Technical Representative (COTR) or identified specifically in individual task order.

D.2 EQUIPMENT REMOVAL

All Contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the Contractor, at the Contractor's expense, within 10 calendar days after contract expiration, or as mutually agreed by the Government and the Contractor. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the Contracting Officer. Specific requirements will be addressed in individual task orders.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSE INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/index.html>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996
52.246-6	INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001

E.2 INSPECTION AND ACCEPTANCE

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under each task order issued under this contract.

(b) Inspection and acceptance will be performed at Task Order level:

US Patent and Trademark Office
600 Dulany Street, MDW RM (TBD)
Alexandria, VA 22314-5782

(c) Deliverables will be accepted or rejected by a COTR. The COTR will be appointed by the Contracting Officer and identified in the contract.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov

F.2 IDENTIFICATION OF CONTRACT DELIVERABLES

Unless otherwise specified, all documents prepared and submitted by the Contractor to the Government under this contract shall include the following information on the cover page of each document:

- a. Name and business address of the Contractor;
- b. Contract number and task order number;
- c. Date of report; and
- d. Name and office location of the COTR

F.3 DELIVERABLES FORMAT

(a) All deliverables shall be submitted electronically to the, COTR and TOM in a format that is compatible with USPTO's standard baseline – Microsoft Office 2010/Microsoft Project 2010 (or newer versions) and are subject to government review and acceptance. All deliverables will become property of the USPTO.

(b) Deliverables are stated in each of the assigned task orders.

F.4 MONTHLY DELIVERABLE

- (a) The Contractor shall submit a monthly status report, covering the first day of the month through the last day of the month. One (1) copy each of the status report is due, in electronic format, to the COTR and the CO by the 10th day of the month. The format for the monthly status report shall include a contract summary sheet to include the contract number and title, a task by task status report, a summary of problems, and a summary of expenditures.
- (b) Each task in progress shall be summarized to identify the Task Order Manager for both the USPTO and the Contractor, the task objective, progress, planned activities, information about deliverable status, and problems. The problem summary section shall describe any problems and proposed solutions, if applicable, and problem resolutions. For Time and Material (T&M) task orders, the expenditures section shall summarize tabular and/or graphically estimated costs and labor hours, overall and by task. Data shall include:

- (1) Labor hours and dollar amounts expended for each labor category from the effective date of the contract thru the last day of the current reporting month;
- (2) Labor hours and dollar amount expended by category during the current reporting month;
- (3) Estimates of labor hours (by category) to be expended during the next reporting month; and
- (4) Identification of direct labor hours of prime Contractor and subcontractor(s), if applicable.

(c) In addition to the monthly status report, the COTR will have the Contractor generate other reports, as necessary.

F.5 TEMPLATES FOR REPORTING EXPENDITURE ACTUALS

(See Attachments 3a and 3b entitled "Contractor Actuals Reporting Templates")

F.6 HOURS OF OPERATION

(a) Specific hours of operation will be specified at the task order level. Unless otherwise stated, Contractor employees shall generally perform all work between the hours 6:00 AM and 6:00 PM EST, Monday through Friday (except Federal holidays). *However, there may be occasions when Contractor employees shall be required to work other than normal business hours, including weekends and holidays, to fulfill requirements under individual task orders.*

The following days are observed as Federal Holidays:

- | | |
|------------------------------------|--|
| • New Year's Day | • Columbus Day |
| • Martin Luther King, Jr. Birthday | • Veteran's Day |
| • President's Day | • Thanksgiving Day |
| • Memorial Day | • Christmas Day |
| • Independence Day | • Inauguration Day |
| • Labor Day | • Any other day designated by Federal Statute, Executive Order, or Presidential proclamation |

(b) The offeror shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation. Therefore, it is possible that the Government offices may be closed to the Contractor's staff on the day(s) these holidays are observed. In addition, work may not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or when Federal offices are closed due to inclement

weather conditions. The COTR will notify the Contractor when early release of Federal employees has been authorized.

F.7 PERIOD OF PERFORMANCE

(a) The period of performance of this contract, excluding options, shall be from the effective date of the contract for one year. If an option is exercised, the period of performance shall be extended through the end of that option period.

Base Period	Date of Contract Award through 12 months
Option Year 1	12 months (if exercised)
Option Year 2	12 months (if exercised)
Option Year 3	12 months (if exercised)
Option Year 4	12 months (if exercised)

(b) Any task order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to the order to the same extent as if the order were completed during the contract's effective period. The base period is subject to four, one-year option period extensions. Delivery orders or task orders will not be issued prior to the availability of appropriated funds from which expenditures there under may be made.

(c) The principal period of performance for each task order will be specified in each task order.

F.8 PLACE OF PERFORMANCE

The effort required under the contract shall be performed at the USPTO Headquarters currently located in Alexandria, VA, the Contractor's facilities, and/or associated facilities on the USPTO campus - which occupies five interconnected buildings; Randolph Square in Arlington, VA; and occasional support at Boyers, PA; Detroit, MI; Denver, CO; Dallas, TX; Silicon Valley, CA and/or any other facilities/sites designated by the USPTO. Each Task Order will specify the place of performance.

F.9 MEETINGS

(a) Meetings between the Contractor and USPTO will be held on an "as required basis" during the performance of this contract. The majority of the meetings will be held at the USPTO offices at 600 Dulany Street, Alexandria, VA; however, meetings may also be held at the Contractor's facility when determined appropriate by the COTR.

(b) The Contractor shall be able to attend any meeting called by the USPTO, when given a thirty (30) minute advance notice of such a meeting.

(c) As required, the contractor shall prepare and submit written minutes of all meetings.

F.10 STAFFING

(a) **All contractor personnel for the labor categories in Attachment 1 shall be US citizens with the exception of those categories that are not marked.**

(b) The Contractor shall staff qualified personnel to provide the full scope of expertise and capabilities required to perform this contract and associated task orders. The Contractor shall specify the labor categories and staff hours by labor category that will be required.

(c) A list of suggested labor categories has been provided in **Section J**, Attachment 1 for evaluation purposes. Provide pricing for Attachment 1 labor categories and identify Contractor's comparable labor category if titles are different.

(d) The Contractor shall be fully staffed on the *first day* of task order performance, and prepared to maintain a fully trained staff throughout the life of the task order.

(e) This is a non-personal services contract to provide information technology support services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn, is responsible to the Government. The Government and the Contractor understand that the services to be provided under this contract by the Contractor are non-personal services and that no employer-employee relationship exists between the Government and the Contractor. The Government may provide technical direction which will assist the Contractor in accomplishing the task's SOW; however, the Government will not control the methods used by the Contractor to perform the service requirements set forth in the contract.

F.11 IDENTIFICATION OF CONTRACTOR EMPLOYEES

All contract personnel attending meetings, answering USPTO telephones, and working in other situations, *where their Contractor status is not obvious to third parties*, are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are USPTO Federal Government staff/officials. The Contractor shall ensure that all documents or reports produced by contractors are suitably marked as Contractor products or that the Contractor participation is appropriately disclosed.

F.12 CONTRACTOR STANDARDS OF CONDUCT

(a) The Contractor will adhere to all USPTO policies and procedures in the performance of this contract and task orders.

(b) The Contractor will be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The Contractor is also responsible for ensuring that its employees and those of its subcontractor(s) do not disturb papers on desks, open desk drawers or cabinets, use Government telephones – except as authorized, or otherwise jeopardize the security and the privacy of USPTO employees, its customers and the contents and property of the federal building(s) in which the contract/task order(s) are performed.

(c) Each employee and supervisor of the Contractor is expected to adhere to standards of behavior that reflect credit on themselves, their employer and the Federal Government.

(d) The Contractor will be responsible for taking such disciplinary action, including suspension without pay or removal from the worksite, with respect to its employees, as may be deemed necessary to enforce those standards. Where applicable, these requirements must be expressly incorporated into any subcontract(s) and must be applicable to all subcontractor employees who may perform support services under this contract.

(f) The Government retains the right to remove permanently, any employee of the Contractor from performing duties assigned under this contract – should the employee's performance and/or conduct so warrant. The Contracting Officer or COTR will request the Contractor to immediately remove any employee from the building or worksite, should it be determined by the Contracting Officer that the individual employee of the Contractor is "unsuitable" for security reasons or for otherwise being found to be unfit for performing his assigned duty at USPTO facilities.

F.13 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

(a) The Contractor shall develop and maintain a QASP that documents the contractor quality assurance process and covers all aspects of quality management to include corrective actions. The plan shall include the contractor's approach pertaining to contract deliverables; approach to delivering conforming services with minimal government oversight; approach to personnel and sub-contractor evaluations; approach to measuring customer satisfaction; approach to risk management to include risk mitigation; approach to cost control; approach to schedule adherence; approach to incentives for personnel. Metrics in the QASP should include project management metrics such as: schedule, budget & expenditure reporting. Poor performance may affect award of any future Task Orders and continuance of contract.

F.14 PERFORMANCE STANDARDS

(a) All deliverables shall be measured against quality performance standards defined by USPTO and in accordance with an approved QASP, and as activities are determined at the Task Order level.

(b) The USPTO uses the same System Development Life Cycle (SDLC) process to develop and deliver its technology solutions including application software systems and infrastructure elements. The current SDLC 4.0 became effective April 2011 to support both Agile and waterfall methodologies.

F.15 CHANGE MANAGEMENT

(a) All USPTO Support Contractors shall follow the USPTO Change Management, Release Management, and Problem Management processes. They are integral parts of effective IT Service Management and are part of the ITIL best practices framework.

(b) ITIL disciplines used at USPTO include processes for Service Desk, Incident Management, Problem Management, Configuration Management, Change Management, Release Management, Capacity Management, Availability Management, Continuity Management, Financial Management, Service Level Management, Security Management, Service Level Agreements, and Operational Level Agreements. The Remedy software product has been deployed at USPTO and shall be used by contractors for: Incident Management, Problem Management and Change Management Processes.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

(a) Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government point of contact during the performance of the contract.

(1) Contracting Officer's Technical Representative (COTR)

(i) The COTR will be designated on authority of the CO to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspection necessary in connection with Contract concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of the Government drawings, designs, and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and CO of any deficiencies observed; and to coordinate Government-Furnished Property availability and provide for site entry of Contractor personnel, if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to this contract the responsibilities of the COTR

(ii) The COTR will be determined at time of contract award. The COTR may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the CO in writing.

NAME: **TBD**
 ADDRESS:
 PHONE:

(iii) The responsibilities and limitations of the COTR are as follows:

(a) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports and such other responsibilities as may be specified in the contract.

(b) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the scope of work, contract price, or other mutually agreed upon terms or provisions of the contract. Any Contractor request for changes shall be referred to the Contracting Officer (CO) directly or through the COTR. No such changes shall be made without the expressed prior authorization of the CO. The COTR may designate assistant COTR(s) to act for him/her

by naming such an assistant in writing and transmitting a copy of such designation through the CO to the Contractor.

2. Task Manager(s)

All Task Order Manager(s) will be designated on authority of the CO to monitor all day-to-day technical aspects of the task orders. The Task Order Manager(s) will be identified and designated in each task order.

3. Contracting Officer (CO)

All contract administration will be effected by the CO. Communications pertaining to contract administration matters will be addressed to the CO. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the CO authorizing such changes.

G.2 CONTRACT ADMINISTRATIVE OFFICE

- a. This contract will be administered by:

NAME: Office of Procurement
 ADDRESS: U.S. Patent and Trademark Office
 600 Dulany Street, MDE, 7th Floor
 Alexandria, VA 22313

- b. Written communications to the CO shall make reference to the contract number and shall be mailed to the above address.

G.3 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract; the said authority shall remain solely with the CO. In the event the Contractor makes any changes at the direction of any person regardless of their government position other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

G.4 SEGREGATION OF COSTS BY TASK ORDER

As referenced in Section G.5 clause entitled, "SUBMISSION OF INVOICES," all costs shall be accumulated and invoiced by individual task order for billing purposes for the previous month.

G.5 SUBMISSION OF INVOICES

- (a) The Contractor shall submit a separate monthly invoice for each task order issued under this contract. One (1) original of each invoice shall be submitted to the Office of Finance on a monthly basis to the address listed below:

U.S. Patent and Trademark Office
Office of Financial Systems
Mailstop 17
P.O. Box 1450
Alexandria, VA 22313
OR email: OfficeofFinance@uspto.gov

One (1) copy of each invoice shall be submitted to the COR at the address below:

U.S. Patent and Trademark Office
Office of Financial Systems
Attention: TBD
600 Dulany Street
Mail Stop 4C76
Alexandria, VA 22314

- (b) To constitute a proper invoice, each invoice submitted must include the following information:
1. Name of the contractor, address, and invoice date.
 2. Contract number and applicable task order number.
 3. Period of performance covered by the invoice.
 4. Name, title, and phone number of the official responsible for preparing the invoice.
 5. Name, title, and phone number of the USPTO official responsible for certifying the invoice.
 6. Description, price, and quantity of property and services delivered or rendered including all applicable PPA codes.
 7. All elements outlined in FAR 52.212-4(g) invoice and PTO-03 USPTO/Invoices.
 8. SF-1034 Public Voucher Form as the cover sheet.
- (c) If services are rejected for failure to conform to the contract requirements, the provisions of the Prompt Payment Act (FAR 52.212-4 (i) Payment) will apply to the new acceptance of replacement services. Invoices may be rejected for errors, and if so, prompt payment terms will begin with the submittal of corrected invoice.

- (d) In addition, all Contractor invoices shall cover a calendar month. The USPTO will reject invoices covering 4-4-5 Week Accounting periods.

G.6 ELECTRONIC PAYMENT INFORMATION

(a) The information required by the clause 52.232-38, Submission of Electronic Funds Transfer Information with Offer, shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

**U.S. Patent and Trademark Office
Office of Finance, Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450**

(b) If requested, a form will be provided to the successful Contractor for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims, the Contractor should forward the form to the assignee for completion.

G.7 GOVERNMENT-FURNISHED PROPERTY

Individual Task Orders will specify any Government furnished property or facilities to be provided to the Contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with provisions set forth in the "Government Property" clause.

G.8 GOVERNMENT-FURNISHED EQUIPMENT

(a) Individual task orders will list any Government-furnished equipment to be provided, with specified delivery dates, to the Contractor for use in the performance of this contract. If the equipment, suitable for its intended use, is not delivered to the contractor by the specified date, the Contractor will immediately notify the COTR, with the Contractor indicating the impact and requesting direction from the COTR.

(b) Title to Government-Furnished equipment shall remain with the Government.

(c) The Contractor shall use the Government-Furnished equipment only in connection with this contract.

(d) Government-Furnished equipment will be returned to the Government upon conclusion of the task order; or as otherwise specified.

(e) The Contractor shall allocate time and the use of appropriate personnel at the contractor site for all GFE, purchased equipment, hardware, and software for the USPTO's physical inventory conducted at the end of each fiscal year.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DUPLICATION OF EFFORT

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontracts hereunder are not duplicative of any costs charged against any other Government contract, subcontract or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, not incidental to any other work, pursuit, research or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

H.2 GOVERNMENT AND CONTRACTOR FURNISHED FACILITIES AND EQUIPMENT

The USPTO will provide the Contractor with access to any aspect of its automated environment and to any existing documentation needed to carry out this project. Any physical office space that the USPTO will provide to the Contractor will be specified on the applicable task order. The Contractor shall be responsible for its own leasing arrangements.

H.3 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, at a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the

United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.4 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract the Contractor shall immediately or the next business day notify the CO and the COTR, in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.5 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the CO. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies. The CO may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the CO, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

- (d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.6 SUPERVISION OF CONTRACTOR'S EMPLOYEES

Personnel assigned to render services under this contract shall at all times be employees of the Contractor or its subcontractor(s) and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.

Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

H.7 TASK ORDER PROCEDURES

- (a) All work shall be initiated only by issuance of a task order fully executed by the CO. The Government is only liable for Labor hours expended and ODCs accepted under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized will be disallowed.
- (b) The designated COTR will initiate the task order process by preparing a statement of requirements and/or objectives to be achieved which includes performance measures in the form of a Task Objective Statement (TOS). The Contractor shall meet with the COTR to mutually discuss and agree upon the requirements and/or objectives to be achieved.
- (c) The Contractor shall prepare a proposal in response to the TOS incorporating the results of the discussions and forward it to the COTR for approval. The proposal shall contain the effective date of the task order, the COTR and designated Task Order Manager's name as delineated in the TOS, a detailed description of the functional or other objectives to be achieved, a schedule for completion of the task order, any deliverables to be provided by the task order, any Government-furnished equipment, any Contractor-furnished items required, the labor categories required, the anticipated level of effort, and a cost ceiling.
- (d) Upon approval of the proposal by the COTR the final task order statement of work will be forwarded to the CO for execution and issuance.
- (e) The Contractor shall acknowledge receipt of each task order by returning to the CO a signed copy of the task order within two (2) business days after receipt. The Contractor shall begin work on the task order in accordance with the effective date indicated on the task order.

- (f) Following execution of the task order, technical clarifications may be issued in writing at any time by the designated COTR to amplify or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the CO of any instructions or guidance the Contractor considers to be a change to the task order which will impact the cost, schedule or deliverables content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally modified in writing by the CO to reflect changes to tasking.
- (g) **The Contractor shall not exceed the funding provided in each Task Order.** If at any time the Contractor has reason to believe that the total amount for the Task Order, will exceed 80% (percent) of the ceiling price specified in the order, the Contractor shall notify the CO and COTR. Such notification shall include an estimate of the additional amount and, if necessary, additional time required for completion of the ordered work.
- (h) Task orders may be placed during the period of performance of the contract. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the task order is executed. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices. Work performed on such orders after the end of the contract's period of performance shall continue to be charged at the last effective rates.

H.8 KEY PERSONNEL

- (a) The Contractor shall identify the key personnel for each of the positions identified below. The Program Manager will perform his duties, under this contract, *during USPTO's normal business hours*, unless prior authorization is provided by the COTR or Contracting Officer. The Program Manager must be an employee of the prime contractor, whose role is that of overall manager of the contract related issues (as opposed to specific Task Order related issues).

Key personnel shall include:

- (1) Program Manager (TBD)
 - (2) Quality Manager (TBD)
 - (3) Customer Service Manager (TBD)
- (b) The Program Manager shall be assigned and available on this contract from the date of contract award.
- (c) During the first one hundred eighty (180) days of performance, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The contractor

shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph D below. After the initial 180-day period, the contractor shall submit the information required by paragraph D to the Contracting Officer at least 15 days prior to making any permanent substitutions.

- (d) The contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have qualifications that are equal to or better than those of the persons being replaced. The Contracting Officer will notify the contractor, within 15 calendar days after receipt of all required information, of the decision on substitutions.
- (e) Any changes to Key Personnel that take place after submittal of proposal(s), and prior to award of this contract, the contractor shall notify the Contracting Officer of those changes. Contractor shall submit resumes and signed letters of intent to perform for the proposed key personnel.

H.9 CONFIDENTIALITY OF INFORMATION

- (a) Any designs, equipment, and/or concepts that evolve from performance there under shall be considered "Confidential."
- (b) The contractor shall not disclose any confidential information obtained in the performance of this contract. Any presentation of any designs, equipment, or concepts based on information obtained from the tasks covered by this contract, will be subject to review and approval by the Government's COTR before publication or dissemination, for accuracy of factual data and interpretation.

H.10 PERFORMANCE MEASUREMENT

- (a) Performance measurements will be specified in each task order.
- (b) Upon completion of an issued task order, the Government task order manager will perform an evaluation of the Contractor's performance based on the performance measurements in said task order. The evaluation of the Contractor's performance may include input from the COTR, CO, and other USPTO sources deemed applicable. These task order evaluations will be used to prepare contract evaluations of Contractor performance as required in accordance with FAR Subpart 42.1502.
- (c) Contractor performance evaluations will be conducted in accordance with FAR Subpart 42.15.

H.11 OPTION TO EXTEND THE TERM OF THE CONTRACT

- (a) The USPTO may extend the term of the contract by unilateral modification to the contract at any time prior to its expiration provided that the USPTO gives the Contractor a preliminary written notice of its intent at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the USPTO exercises this option or awards an award term, the extended contract shall be considered to include this option provision.
- (c) The total duration of the contract, including the exercise of any options and award terms under this clause, shall not exceed 5 years from the effective date of this contract.

H.12 SECTION 508 OF THE REHABILITATION ACT OF 1973 COMPLIANCE

In accordance with Section 508, Subsection 508 (a)(3), the USPTO requires that all Electronic Information Technology ("EIT"), as that term is defined at FAR 2.101, delivered under this contract comply with the applicable EIT technology accessibility standards issued by the Architectural and Transportation Barriers Compliance Board set forth at 36 CFR Part 1194. For additional information, the official Government Web page is: www.Section508.gov. Applicable standards will be specified in individual task orders.

H.13 LIMITATION ON CONTRACTOR ADVERTISEMENTS (PTO-06) (APR 2006)

The Contractor agrees not to refer to any contract awarded under this solicitation in commercial advertising so as to state or imply that the product or service is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services. Advertisements, press releases and publicity of the ITSS contract by a contractor (including applicable subcontractors) shall not be made without the prior written permission of the Contracting Officer.

H.14 CONTRACTOR JUSTIFICATION OF OTHER DIRECT COSTS (ODCs)

All materials required for performance under the Task Orders (TOs) issued pursuant to this contract that are not Government-furnished, shall be furnished by the Contractor. The Contractor shall utilize Government supply sources when available. Ownership of supplies acquired by the Contractor on T&M task orders with Government funds for performance of this contract shall become the property of the Government. The Contractor shall include a detailed description of all proposed ODCs in individual TO proposals.

H.15 MATERIALS

When required in individual Task Orders (TOs), the Contractor shall submit the documentation required to the CO for approval prior to entering into any equipment lease or purchase agreement.

H.16 SELECTED ITEMS OF COSTS

a. Travel Costs (Including Foreign Travel)

(1) Contractor personnel may be required to travel to support the requirements of this contract and as stated in individual TOs. Long distance and local travel may be required both in the Continental United States (CONUS) and Outside the Continental United States (OCONUS). For those TOs requiring travel, the Contractor shall include estimated travel requirements in the proposal. The Contractor shall then coordinate specific travel arrangements with the individual TO COTR to obtain advance, written approval for the travel about to be conducted. The Contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel.

(2) If any travel arrangements cause additional costs to the TO that exceed those previously negotiated, written approval by TO modification issued by the CO is required, prior to undertaking such travel.

(3) The Contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement. Travel performed for personal convenience or daily travel to and from work at the Contractor's facility or local Government facility (i.e., designated work site) shall not be reimbursed hereunder. Costs associated with Contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs.

(4) Travel to remote sites for operations and maintenance support is anticipated and will be further addressed, within each Task Order; if required. Any travel on behalf of USPTO is subject to current Federal Travel Regulation (FTR).

(5) During a COOP emergency, travel may be required by the contractor to remote sites or those sites designated by USPTO. Specific instructions will be given at the task order level.

b. Training

The Government will not allow costs, nor reimburse costs associated with the Contractor training employees without prior approval of the COTR and CO.

H.17 PERSONNEL SECURITY REQUIREMENTS

- (a) Contractor administrative/clerical personnel working on this contract have been determined to meet the security criteria for and are designated as “Low Risk” positions. In accordance with established security procedures contractors working in positions designated Low Risk must have a National Agency Check and Inquiries (NACI) initiated within 14 days of performance on the contract. This will require the contractor to submit an investigative request package consisting of the following:

- (1) SF-85 (original plus 1 copy of Page 1 only)

A sample of the SF-85 form may be viewed at
<http://www.opm.gov/forms/html/sf.htm>.

- (b) Fingerprints will be required for all contractor personnel working on this contract. The fingerprinting will be performed at the USPTO Security Office.
- (c) Contractor personnel, other than Contractor administrative/clerical personnel, working on this contract have been determined to meet the security criteria for and are designated as “**Moderate Risk**” and “**High Risk**” positions. See *H.28 1352.237.71 Security Processing Requirements for Contractors/Subcontractor Personnel Working on a Department of Commerce/USPTO Site or IT System (High or Moderate Risk Contracts)*. Depending upon labor category, the risk level will be determined by USPTO.

H.18 USPTO SECURITY CLAUSE – PTO-04C

(a) Access to Government Facilities

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required per each individual task order. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

(b) Duplication and Disclosure of Confidential Data

Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the Contractor may have access to confidential data which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout

contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof or data derivative there from, to unauthorized parties in contravention of these provisions without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

(c) Government Furnished Data (if applicable)

The Government shall deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as specified in each task order. Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract. Upon completion or termination of this contract, the Contractor shall return to the Government all GFD.

(d) Rights in Data (if applicable)

The Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, "software first produced in the performance of this contract" shall include, but not be limited to the following: non-COTS computer programs developed or previously developed and implemented by the Contractor in the performance of this contract, related computer data bases and documentation thereof, source code, object code, algorithms, library code, library routine, and technical data of all software first produced in the performance of this contract. For the purposes of this clause, "unlimited rights" shall mean the right of the USPTO, at no extra cost to the USPTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(e) Secrecy and Usage of Patent Information

(1) Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-access basis.

(2) The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained there from except performing the requirements of this contract.

(3) Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or the

patent application folders. All processing, storage or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO.

(4) All personnel having access to patent application files or data or information concerning the same, must take the following affirmation, signed in writing:

"I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter; and that I take this obligation freely, and without mental reservation or purpose of evasion."

(5) Each employee's signed oath, or affirmation, shall be retained in the Contractor's file, subject to inspection by authorized Government representatives.

(6) Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

H.19 CAR 1352.239-73 Security Requirements for Information Technology Resources (October 2003) (modified) (PTO-05C)

(Note: The security impact level of the IT system or systems involved in performance of the work under this RFP is Moderate. Offerors are not required to submit any documents required under this clause in response to the RFP, prior to award.

(a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to USPTO's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause the term "Sensitive" is defined by the guidance set forth in:

- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>);
- (2) The Office of Management and Budget (OMB) *Circular A-130, Appendix III, Security of Federal Automated Information Resources*, <http://csrc.nist.gov/secplcy/a130app3.txt> which states that there is a "presumption that all [general support systems] contain some sensitive information."; and
- (3) *The Computer Security Act of 1987* (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the

national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 a of title 5, Unites States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.”

(b) For purposes of this clause, the term “Classified” is defined by the guidance set forth in:

- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>).
- (2) The *DOC Security Manual, Chapter 18* (<http://www.osec.doc.gov/osy/>).
- (3) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

(c) Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of USPTO IT resources for all of the contractor’s systems that are interconnected with a USPTO network or USPTO systems that are operated by the Contractor.

(d) All Contractor personnel performing under this contract and Contractor equipment used to process or store USPTO data, or to connect to USPTO networks, must comply with the requirements contained in the USPTO IT Security Handbook (can be provided after contract award).

(e) For all Contractor-owned systems for which performance of the contract requires interconnection with a USPTO network or that USPTO data be stored or processed on them, the Contractor Shall:

- (1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor’s IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 *et seq.*) and the Federal Information Security Management Act of 2002, Pub. L. No.107-347, 116

Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296, 116 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51, 2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and USPTO policies and procedures that include, but are not limited to:

- (a) OMB Circular A-130, *Management of Federal Information Resources*, Appendix III, *Security of Federal Automated Information Resources* (<http://csrc.nist.gov/secplcy/a130app3.txt>);
- (b) National Institute of Standards and Technology Special Publication 800-18, *Guide for Developing Security Plans for Information Technology Systems* (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>) ; and
- (c) DOC Procedures and Guidelines in the *Information Technology Management Handbook* (<http://www.ossec.doc.gov/cio/itmhwweb/itmhwweb1.html>). .
- (d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and

(2) Within 14 days after contract award, the contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO Certification and Accreditation Technical Standard and Guideline. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the Offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the USPTO IT Security Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above may result in termination of the contract.

(f) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

H.20 CAR 1352.239-74 Security Processing Requirements for Contactor/Subcontractor Personnel for Accessing USPTO Automated Information Systems (October 2003)

- (a) Contractor personnel requiring any access to AISs operated by the Contractor for USPTO or interconnected to a USPTO network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security Processing Requirements for Service Contracts*.

USPTO shall provide screening using standard personnel screening forms, which the Contractor shall submit to the USPTO Contracting Officer's Technical Representative (COTR) based on the following guidance:

- 1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with "global access" to an automated information AIS require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.
 - 2) Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract, regardless of the expected duration of the contract.
 - 3) Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.
 - 4) Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days but is less than 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.
 - 5) Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract.
- (b) The security forms may be obtained from USPTO Office of Security. At the option of the government, interim access to USPTO AISs may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract.

- (c) Within five (5) days of contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in USPTO IT Security policies, procedures, computer ethics, and best practices, in accordance with the USPTO Training Policy. The COTR will inform the Contractor of any other available USPTO training resources.
- (d) Within five (5) days of contract award, the Contractor shall provide the COTR with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulation (CAR) 1352.209-72, *Restrictions Against Disclosures*.
- (e) The Contractor shall afford USPTO, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of USPTO data or to the function of computer AISs operated on behalf of USPTO, and to preserve evidence of computer crime.
- (f) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require security processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office.)

H.21 CAR 1352.237-71 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department of Commerce/USPTO Site or IT System (High or Moderate Risk Contracts)

(a) Investigative Requirements for High and Moderate Risk Contracts

All contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the USPTO Office of Security before being eligible to work on the premises of any Department of Commerce/USPTO facility, or through a Department of Commerce/USPTO IT system. All USPTO security processing pertinent to this contract will be conducted at no cost to the contractor. The level of contract risk will determine the type and scope of such processing as noted below.

- (1) Non-IT Service Contracts
 - a. High Risk – Background Investigation (BI)
 - b. Moderate Risk – Moderate Background Investigation (MBI)

- (2) IT Service Contracts
 - a. High Risk IT – Background Investigation (BI)
 - b. Moderate Risk IT – Background Investigation (BI)
- (3) In addition to the investigations noted above, non-U.S. citizens must have a pre-appointment check that includes a Customs and Immigration Service (CIS – formerly Immigration and Naturalization Service) agency check.

(b) Security Processing Requirement

- (1) Processing requirements for High and Moderate Risk Contracts are as follows:
 - a. The contractor must complete and submit the following forms to the Contracting Officer Representative (COR):
 - Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions;
 - FD 258, Fingerprint Chart with OPM's designation in the ORI Block; and
 - Credit Release Authorization.
 - b. The COR will review these forms for completeness, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer.
 - c. Upon completion of the security processing, the Office of Security, through the servicing Security Officer and the COR, will notify the contractor in writing of the individual's eligibility to be given access to a Department of Commerce/USPTO facility or Department of Commerce/USPTO IT system.
- (2) Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the COR must request an Immigration and Customs Enforcement (formerly INS) agency check. It is the option of the Office of Security to repeat the security processing on any contract employee at its discretion.

(c) Notification of Disqualifying Information

If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the contracting officer, will immediately remove the contract employee from duty requiring access to Departmental

facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following:

- Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
- Falsification of information entered on security screening forms or of other documents submitted to the USPTO.
- Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
- Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

NOTE: Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce/USPTO facilities or access to IT systems.

(d) Access to National Security Information

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

(e) Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

NOTE: notwithstanding references above to clearance processes for non-U.S. citizens, as stated in §F.10(a) of this RFP, all contractor personnel must be U.S. citizens.

H.22 POST AWARD CONFERENCE

(a) The USPTO may hold a post award conference after contract award. The Contractor shall participate in a post award conference if notified that a conference will be held. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems (See FAR Subpart 42.5). The Contractor will be notified of the date, time, and location of the post-award conference by the CO.

(b) If held, the conference will take place at:

U.S. Patent and Trademark Office
600 Dulany Street
Alexandria, VA 22313

H.23 INFORMATION TECHNOLOGY RESOURCES: REMOTE ACCESS OUTSIDE USPTO BOUNDARIES.

Contractor personnel must comply with the following USPTO OCIO policy:

A. The United States Patent and Trademark Office (USPTO) *Rules of the Road* policy document is intended to help you use the USPTO's computing and network facilities responsibly, securely, and efficiently, thereby maximizing the availability of these facilities.

B. Complying with these rules will help maximize access to these facilities and help ensure that your use of them is responsible, legal, and respectful of privacy. You must follow the Rules of the Road when using USPTO automation resources.

C. The provisions of the policy are written towards and apply to all USPTO employees and contractor employees using or operating USPTO computer systems, and to employees of contractor systems owned and operated on behalf of the USPTO.

D. All of the provisions of the policy are reviewed in the annual Information Technology Security Awareness Training which is required to be completed by every contractor employee. However, I would like to take this opportunity to bring your attention Rule # 15 which describes the special requirements contractors must comply with when traveling abroad. Failure to comply with this policy may be cause for a termination for default of the contract.

E. Rule # 15 of the policy states that the USPTO has a responsibility to be extraordinarily vigilant in safeguarding intellectual property along with the processes and information related to granting IP rights, especially when traveling in foreign countries. In light of this responsibility the Chief Information Officer (CIO) staff has taken steps to be extra diligent in securing the IT technology that accompanies our employees who engage in foreign travel. Please be mindful of these policies and procedures:

- All travelers must certify they have read the "Defense Travel Briefing" at least annually. The briefing is available via the USPTO Intranet, on the Security/Safety Web page, under the "Security Education and Awareness" section of the page.
- Travelers must adhere to all guidelines in USPTO's *OCIO-6001-09Information Security Foreign Travel Policy*.
- Access to USPTO network resources and systems from foreign countries is generally prohibited unless approved in advance. To obtain permission for unclassified, remote access from a foreign location, all travelers must fill out the "User Agreement for Remote
- Access from Foreign Locations" form found in Appendix A of USPTO's *OCIO-600J-09 Information Security Foreign Travel Policy*. The form must be filled out

by the traveler, and signed by the USPTO supervisor. Refer to USPTO's *OCIO-600J-09 Information Security Foreign Travel Policy* for further details when there is a requirement for access while on official travel.

- Only USPTO equipment issued for foreign travel, Overseas Travel Equipment (OTE), may be used for conducting USPTO business overseas; no personal devices may be used for this purpose. Any laptops that are designated for overseas use include full disk, sophisticated encryption and automatic virus scanning for any removable devices mounted on it, such as memory cards, flash drives and similar equipment. In special circumstances, when there is an over-riding need for a Contractor to use their normal, everyday USPTO equipment overseas, the CIO staff can specially configure such equipment for business use outside of the United States. This is a significant effort, and we prefer you use pre-configured OTE. The CIO asks that you request OTE 72 hours (three business days) prior to your departure date.
- USPTO equipment both leaving and returning from foreign travel will be security scanned at check-out and turn-in, including a Contractor's USPTO-owned Blackberry that has been issued for daily use.
- Travelers must ensure that no intellectual property or personally identifiable information is stored on overseas travel equipment.
- Travelers should use only the USPTO-established 'alias' e-mail account, through VPN, while overseas. The use of regular USPTO Outlook Web Access is explicitly prohibited.
- Travelers should secure equipment in locked storage when it is not directly under the person's control, for instance when attending a social activity with foreign colleagues. Equipment should be in carry-on luggage when in transit.
- Travelers shall not allow unauthorized access to USPTO equipment by foreign representatives.
- It is also recommended that no removable media obtained from foreign sources be mounted on USPTO equipment (e.g. flash drives, memory cards, etc.). Occasionally, there might be a compelling business need to do this in the spirit of collaborating with foreign colleagues; but, in general, it is discouraged. When in doubt, consult with your USPTO point of contact.
- USPTO-issued OTE is not authorized for contractor's use during personal foreign travel. For instance, if a staff member takes annual leave at the conclusion of a foreign USPTO business trip to do pleasure traveling, the use of OTE is prohibited.

- Upon return from travel, travelers must turn removable media into the USPTO Computer Incident Response Team (CIRT) for forensic analysis and sanitization or destruction, as required.
- For full details on the requirements for foreign travel, refer to the USPTO's *Information Security Foreign Travel Policy*.
- Most importantly if you are a contractor traveling abroad and you require access to USPTO systems, these cases must be handled on an exception basis only and require *advance* review and approval from USPTO senior management, not simply approval at the supervisory or COTR level. Approval may be granted on an exception basis, and must be obtained in advance of the travel. Failure to comply with this policy may be cause for a termination for default of the contract.

SECTION I - CONTRACT CLAUSES**I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Any clauses that are applicable to FFP task orders will be incorporated in the task orders.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2008
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	CENTRAL CONTRACTOR REGISTRATION	DEC 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE -UNIFORM	OCT 1997
52.216-29	TIME-AND-MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS-NON COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION	FEB 2007
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.219-30	NOTICE OF SET-ASIDE FOR WOMEN-OWNED SMALL BUSINESS PROGRAM	APR 2012
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007

52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEPT 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEPT 2010
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC 2004
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.224-1	PRIVACY ACT NOTIFICATON	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA GENERAL Alternates II (DEC 2007) and III (DEC 2007)	DEC 2007
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	AUG 1996
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES - TIME AND MATERIALS OR LABOR-HOURS	SEPT 2000
52.244-2	SUBCONTRACTS	OCT 2010
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 CLAUSES INCORPORATED IN FULL TEXT

52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-
 - (1) Services (except construction). At least 51 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.252-6 Authorized Deviations in Clauses (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.3 SYSTEM FOR AWARD MANAGEMENT (SAM)

(a) The General Services Administration (GSA) has implemented a system for vendors doing business with the Federal Government to manage their entity information in one central location, this new database is called **System for Award Management (SAM)**. This first phase of SAM became effective July 30, 2012, and includes capabilities for Central Contractor Registration (CCR), Federal Agency Registration (FedReg), Online Representations and Certifications Application (ORCA), and the Excluded Parties List System (EPLS). For more information please go to **SAM**.

(b) All contractors/vendors doing business with or would like to do business with the USPTO must have an active registration in **SAM**.

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF PUBLICATIONS REFERENCED

The following documents provide information needed to prepare proposals and for managing work to be performed under this contract. The documents are hereby made a part of this solicitation and any resultant contract.

STANDARDS AND GUIDELINES

The USPTO OCIO follows the industry best practices for SDLC and it is expected that the Contractor will follow the same standards.

J.2 LISTS OF ATTACHMENTS

The following attachments provide the other forms and information which are required for the submission of proposals.

Attachment 1	ITSS Labor Categories
Attachment 2	List of Equipment requiring Hardware and Software Maintenance
Attachment 3	Contractor Actuals Reporting Templates a. Contract Actuals Templates b. Contractor Schedule Template
Attachment 4	ITSS Technology Stack per Task
Attachment 5a	ITSS-01 SSB Software Support
5b	ITSS-02 Facilities Management
5c	ITSS-03 HW/SW Product Maintenance Spreadsheet
5d	ITSS-04 OS Operations
Attachment 6	Relevant Experience Worksheet
Attachment 7	Termination Worksheet
Attachment 8	Past Performance Questionnaire

SECTION K – REPRESENTATION, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

REPRESENTATIONS AND CERTIFICATIONS SHOULD BE SUBMITTED WITH THE PROPOSAL. (SEE SECTION L.15)

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov>

<http://www.acqnet.gov>

Clause	Title	Date
52.204-6	Data Universal Numbering System (DUNS) Number	Dec 2012
52.215-01	Instructions to Offerors--Competitive Acquisition	Jan 2004
52.232-38	Submission of Electronic Funds Transfer Information with Offer	Jul 2013
52.233-2	Service Of Protest	Sept 2006

L.2 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) - The North American Industry Classification System (NAICS) Code associated with this project is 541513 Computer Facilities Management Services, (size standard is \$25.5M).

L.3 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW FEBRUARY 1999.

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a pre-award compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.4 AGENCY-LEVEL PROTEST PROCEDURES

AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

1. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103).

On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of

procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external forum. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

William Weinberg
Director, Office of Procurement
U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
FAX No. 571-273-8230

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Office of the General Counsel
U.S. Patent & Trademark Office
Box OGC
Washington, D.C. 20231
FAX No. 571-272-0099

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external forum. If the protester has already filed with the GAO or other external forum, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

- (i) the protester's name, address, telephone number, and fax number
- (ii) the solicitation or contract number, name of contracting office and the contracting officer
- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- (iv) copies of relevant documents supporting protester's statement
- (v) a request for ruling by the agency
- (vi) Statement as to form of relief requested
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester.

Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) The supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

(i) contract performance would be in the best interest of the United States, or (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract, (2) re-compete the requirement, (3) issue a new solicitation, (4) refrain from exercising options under the contract, (5) award a contract consistent with statutes and regulations, (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement, (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

L.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

<u>U.S. Postal Service</u>	<u>Hand carried, Courier, or Non-USPS Mail Service</u>
U.S. Patent and Trademark Office ATTN: Marva Brown/DOC52PAPT1300018 Office of Procurement Mail Stop 6, Madison East Building, 7 th Floor, Rm. 7B07 PO Box 1450 Alexandria, VA 22313-1450	U.S. Patent and Trademark Office ATTN: Marva Brown/DOC52PAPT1300018 Office of Procurement 600 Dulany St. Madison East Building, 7 th Floor, Room 7B07 Alexandria, VA 22314-1450

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 AWARD WITHOUT DISCUSSIONS

In accordance with FAR 52.215-1(f)(4), the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.7 EVALUATION OF PROPOSALS

The USPTO will evaluate proposals and make a single award in accordance with the evaluation criteria set forth in Section M of this RFP.

L.8 INCUMBENT CONTRACTOR

Information Innovators, Inc.
 Contract No. DOC50PAPT0801008

L.9 INCURRING COSTS

The USPTO shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation. The Offeror is advised that the Contracting

Officer is the only person who can legally obligate the USPTO for the expenditure of public funds in connection with this procurement.

L.10 STATUTORY AND OR RFP REQUIREMENTS

Offerors who wish to respond to the USPTO's needs as outlined in the RFP shall submit all documents as defined in Section L.15, Proposal Requirements. Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (See Section K). Offerors doing business with or would like to do business with the USPTO must have an active registration in **SAM** (System for Award Management) (See Section I.3).

All incomplete and/or non-compliant proposals will be removed from consideration and the Offeror notified. Offerors who fail to submit the requested information as detailed in Section L of the RFP by the proposal due date will not be considered for further evaluation.

L.11 NEWS RELEASES

Offerors shall make no news releases pertaining to the solicitation or subsequent contract award without prior agency approvals and then only in coordination with the Contracting Officer.

L.12 NO ALTERNATE PROPOSALS ACCEPTED

An Offeror shall submit a maximum of one (1) fully compliant proposal in response to the solicitation. No alternate proposals will be accepted. If an Offeror submits more than one proposal, all proposals will be returned without evaluation since the USPTO would have no basis upon which to determine which of the proposals the Offeror desired to have evaluated.

L.13 PERIOD FOR ACCEPTANCE OF OFFERS

In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 180 calendar days from the date specified in the solicitation for receipt of proposals, to furnish any OR all items upon which prices are bid.

L.14 DUE DATE AND SUBMISSION REQUIREMENTS FOR PROPOSALS

(a) The due date for receipt of proposals is: **October 28th, 2013, 10:30 a.m. Contracting Officer's Local Time, Alexandria, VA**

(b) All proposal documents shall be submitted as outlined below:

- paper form (one original and **four** copies) on white, untextured paper;
- **two copies** on a CD formatted for Microsoft Office 2010 and formatted for 8-1/2" by 11" single-spaced print;
- page margins shall be one (1) inch on all sides;
- the type for all proposal documents (including charts and graphs) shall be black;
- the characters per inch shall not exceed twelve (12) characters per linear inch or be smaller than twelve (12) point;

- the font shall be Times New Roman 12 pt; and,
- shall not exceed six (6) lines per vertical inch.

(c) Failure to submit proposals in compliance with these requirements may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration.

(d) Submission of proposals, modifications or withdrawals of proposals shall not be accepted by facsimile or E-mail. Documents shall be delivered as a single package and be marked with the Solicitation No. DOC52PAPT1300018 on the outside of the package.

IMPORTANT: Depending on the mode of delivery, Offerors' responses should be addressed as follows:

<u>U.S. Postal Service</u>	<u>Hand carried, Courier, or Non-USPS Mail Service</u>
U.S. Patent and Trademark Office ATTN: Marva Brown/DOC52PAPT1300018 Office of Procurement Mail Stop 6, Madison East Building, 7 th Floor, Rm. 7B07 PO Box 1450 Alexandria, VA 22313-1450	U.S. Patent and Trademark Office ATTN: Marva Brown/ DOC52PAPT1300018 Office of Procurement 600 Dulany St. Madison East Building, 7 th Floor, Room 7B07 Alexandria, VA 22314-1450

When proposals are hand-carried or sent by courier service, the Offeror assumes the full responsibility for insuring that the proposals are received by the date and time specified above.

NOTE:

Whether or not an Offeror possesses a USPTO security badge, all Offerors are required to remain on the lobby level of the Madison East building and shall not deliver proposals directly to the CO or Procurement offices on the 7th Floor. The Security officers will contact the CO/Procurement office for the pick-up of proposals. A delivery receipt will be given to the Offeror by a Procurement representative upon pickup. Allow adequate time for security to contact a Procurement representative and pickup.

L.15 PROPOSAL REQUIREMENTS

Offerors are required to submit the following in response to the solicitation:

(a) Volume 1 – Technical Proposal: (One (1) original and four (4) copies; two (2) CD ROM copies in Microsoft Word 2010).

The Technical proposal shall consist of:

- Experience
- Management Approach
- Past Performance

(b) Volume 2 – Price Proposal: (1 original and four (4) copies; two (2) CD ROM copies in Microsoft Excel Version 2010)

The Price proposal shall consist of:

- a signed RFP cover page.
- a completed Attachment 1 entitled “ITSS Labor Categories” with supporting detail. The price shall include proposed fully burdened hourly rates. The price proposal is required in Microsoft Excel

-Certifications and Representations shall include:

completed Section K “Representations and Certifications” or reference that current reps and certs (that have been certified within the last year) are in Systems Award Management System (SAMS). The reps and certs shall contain the applicable NAICS.

(c) Offerors shall submit all required information. Offerors are cautioned that failure to provide all the required information will result in elimination of the Offeror from further consideration for award. Proposals that do not include the data necessary for a thorough evaluation may be determined to be unacceptable. It is the responsibility of the Offeror to ensure that the paper copy of its proposal is the same as the **CD ROM version**. The original paper copy shall be considered the proposal in case of any conflict between the paper copy and the CD ROM version. The USPTO is not obligated to compare the paper copy to the **CD ROM** to request additional information from any Offeror in order to make a determination of technical acceptability. **Facsimile proposals and modifications of proposals are not permitted and will be disregarded if received.** Proposals shall present an Offeror's understanding of the scope of the procurement and an overall approach in providing the required services. See specific instructions below.

(d) Offerors are required to address the following in response to this RFP: Experience, Management Approach, Past Performance and Price and shall be limited to the page limits set forth below. Each proposal shall include a Table of Contents that indicates the page numbers of each section. Dividers with tabs shall be inserted between the sections, with each section starting on a new page. The table of contents and dividers are not included in the maximum page count. **COST OR PRICE INFORMATION SHALL BE SUBMITTED ONLY IN THE PRICE PROPOSAL VOLUME.**

<u>Section Number and Description</u>	<u>Maximum Page Limit*</u>
1. Experience	25
2. Management Approach	25
3. Past Performance	0
4. Price Proposal	No Limit**

*Pages over the designated page limit for each section will not be evaluated.

**No page limit, but an organized spreadsheet is preferred for pricing.

(e) Volume 1–**Factor 1 - Experience**

1. Within the 25 page limit, the Offeror shall demonstrate its previous company experience in providing the services required in Section C of this Request for Proposal (RFP). The Offeror shall accomplish this by first identifying 5 contract references and secondly, providing a description of its experience as set for below. The Offeror's previous company experience must also show where the Offeror served in the role of a prime contractor or subcontractor and demonstrates the Offeror's ability to perform the activities specified in Section C of this solicitation. The overall experience evaluation will consider currency, relevancy, responsiveness, and completeness.

2. Three (3) of the five (5) contract references, must be for work that the Offeror performed and completed as a prime contractor. Offerors may also list contract references where the Offeror performed as a 1st-Tier Subcontractor or as a teaming partner with another 1st Tier Subcontractor. If the Offeror performed as a 1st-Tier Subcontractor or as a teaming partner with another 1st Tier Subcontractor, the Offeror must identify the percentage of work performed and the total obligated amount to date that is being performed by the Offeror. On-going contracts that are not yet completed are not precluded as references.

Note: If listing contract references from a proposed subcontractor, then a signed teaming agreement and plan must also be submitted with the Past Performance volume. The submission of proposed subcontractor references notwithstanding, please note that at least three (3) of the five (3) required past performance contract references must be from the Offeror in the capacity of a prime contractor. The teaming plan shall not exceed five (5) pages and is not included in the (25) page limit for this factor.

For each subcontractor of the team, the Offeror must identify:

- (a) Name of the subcontractor
- (b) Area of expertise of the subcontractor
- (c) Proposed scope of work and percentage of contract work to be given to the subcontractor
- (d) Identify the subcontractor as a large business or a small business (i.e. veteran owned small business including service disabled veteran-owned business, HUBzone small business concerns, women-owned small business concerns, small disadvantaged business, 8a small business concerns and small business per NAICS).

If more than five (5) contract references are submitted from the prime or the subcontractor, the Government will only evaluate the first five (5) relevant contract references.

3. Subfactors: Currency, Relevancy, Responsiveness and Completeness

Currency. Each contract reference must have a period of performance of at least 12 consecutive months that fall within a three (3) year period from the release of the Request for Proposal, where at least three (3) of the Offeror's contract references must be where the Offeror performed as a prime contractor. For all references, each

contract's value must be at least \$1,000,000 or more per year over the life of the contract.

Relevancy. To be relevant, a contract reference must be a contract with any federal, state, or local Government entity or commercial entity in which a principle function of the contract involved the full range of program management and technical activities necessary to perform the contract successfully which are the same, or similar as those addressed in the SOW, Section C. References where the Offeror performed as a prime contractor will be considered more relevant to the solicitation requirements.

Responsiveness and Completeness. To be responsive and complete each identified contract reference must provide a succinct description of services provided. At a minimum, this information should demonstrate the Offeror's past success in the Technology Stack per Task (See Attachment 4) AND

- managing requirements that are similar in size to the RFP and performing comparable or relevant experience;
- employing, managing, and retaining skilled personnel;
- processing large work volumes;
- meeting timeliness and quality standards;
- managing fluctuating workloads;
- managing multiple tasks in multiple locations;
- cooperating with agency management on changing work processes and implementing new technology; and the Offeror's interfaces with customers and other contractors performing on the contract or with whom coordination was required to successfully perform the work; and
- providing information on any problems encountered on the identified contracts and the corrective action taken and any termination within the past three (3) years.

The Offeror shall also complete a Relevant Experience worksheet (Attachment 6). For each reference contract, the Offeror shall be limited to the two page worksheet. Attachment 6 submissions shall not be counted against the 25 page limit.

If applicable, the Offeror shall complete a Termination Worksheet for each termination action identified. Both the Termination worksheet and instructions are found in Attachment 7. Attachment 7 submissions shall not be counted against the 25 page limit.

Factor 2 - Management Approach

The USPTO will assess the Offeror's understanding of the requirement and viability of the Offeror's overall planned management approach. The following sub-factors will be used to evaluate an Offeror's technical approach:

- **Quality Control** The Offeror shall provide a quality control plan consisting of information on quality control and quality assurance techniques planned to meet its requirements of Section C. The Offeror's proposed Quality Control Plan will be incorporated into the resulting contract. (The Offeror's ability to provide quality products and services; sufficiency and effectiveness of proposed methods and techniques to promptly identify and resolve problems and errors, identify and eliminate systemic problems, and monitor ongoing work operations will be evaluated).

- **Transition Plan** - The Offeror shall provide a "draft transition plan" that will allow the Offeror to be fully functional two weeks after the contract is awarded. (The Offeror's plan and schedule to acquire needed facilities, equipment and supplies and to recruit and train personnel; feasibility in meeting required contract start date will be evaluated)

- **Use of Resources (Sample Tasks)** - In an effort to understand the Offerors' approach to performing tasks under this contract, the USPTO is requesting that the Offeror provide technical approach and labor mix and hours for performing the specified sample tasks found in Attachment 5. Offerors shall also include their costs as part of their response. For each sample task order, the response shall not exceed 5 one-sided pages in 12 point font. The sample task numbers are: ITSS-01 SSB Software Support, ITSS-02 Facilities Management Support, and ITSS-04 OS Operations. The evaluation factors that are already listed in each of the sample tasks are not applicable. The offeror's approach shall address the proposed staffing, equipment, supplies, and facilities. The Offeror shall describe the proposed organizational structure (including any sub-contractors) in terms of roles, responsibilities, and reporting. (The Offeror's proposed staffing and appropriateness of numbers and labor categories of employees; the adequate ratio of management and supervisory personnel; the viability of plans to recruit, train, manage, and retain a quality work force during the life of the contract; sufficiency and appropriateness of proposed equipment and supplies and their effectiveness in meeting performance requirement will be evaluated).

- **Key Personnel** - The Offeror must submit a resume for each individual that the Offeror designates for the job titles listed in clause **H.8** (Key Personnel). Each resume should be accompanied by a letter of commitment and should not exceed 3 pages. At a minimum, the resumes must include: name of required person, proposed labor category or role of responsibility, education (degree(s)/certifications received and/or currently held, including the year completed, major field(s) of study, relevant experience (list employer, title of position, starting and ending dates (month/year) and a concise description of experience related to the requirements of their proposed position. Key Personnel resumes are not included in the required 10 page limit.

(The Offeror's ability to provide qualified key personnel in meeting key contract requirements with demonstrated skills in personnel management and demonstrated experience in program or project management, and demonstrated skills and qualification in quality control and customer service will be evaluated.)

Factor 3 - Past Performance

1. The past performance section shall consist of past performance questionnaire responses (Attachment 8). The past performance questionnaire responses must be sent directly to the CO and

must be from the same contractor references listed in Attachment 6 entitled “Relevant Experience Worksheet.” (See no. 2 below for more details.

The USPTO reserves the right to either contact the references provided or to rely on the reference submissions. By providing the USPTO the above contacts, the Offeror is certifying that it has contacted the referenced individuals and given permission for the USPTO to contact said individuals. In the event that the USPTO needs to contact the reference for further information and the reference does not respond within a reasonable time frame, the past performance reference may not be considered.

2. The Offeror is responsible for exercising due diligence to ensure that the references submit completed past performance questionnaires directly to the USPTO CO from your reference sources no later than the RFP submission due date by **10:30 a.m. Contracting Officer’s Local Time, Alexandria, Va., October 28, 2013. They can be emailed to:**

Marva Brown
Email: marva.brown@uspto.gov

NOTE: False information provided concerning references or Offerors certifications will result in the USPTO not considering an Offeror for award of any resulting contracts among other available USPTO remedies for false information. 3. In the conduct of its past performance evaluation of Offerors, the USPTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include information derived from present or past Government or commercial customers of the Offeror. The USPTO may use past performance information obtained from sources other than those identified by the Offeror. Those Offerors who have NO past performance history will be given a Past Performance rating of neutral.

The USPTO will assess the Offeror’s overall past performance; quality, customer service, timeliness of performance, and business relations as stated in the past performance questionnaire in Attachment 8.

(f) Volume 2 - Factor 4 - Price Proposal

Offerors’ price proposals shall consist of:

- (a) Company’s name, address, phone #, email address, and contact name
- (b) Signed RFP cover page and all amendments.
- (c) A completed (Attachment 1) ITSS Labor Categories to this RFP with fully burdened hourly rates (including wages, overhead, general and administrative expenses and profit) for each labor category identified in Attachment 1 to this RFP and costed in each of the following two ways - On-Site and Off-Site.
- (d) The Certifications and Representations shall be completed and provided with your price proposal.

NOTE: Due to current significant budgetary constraints by the federal government, the USPTO is requesting that Offerors consider reduction or elimination the escalation of labor hours during the entire performance of this contract.

L.16 QUESTIONS AND RESPONSES

All questions pertaining to the RFP shall be submitted electronically to ITSS@uspto.gov. Questions must identify the author and company name. All questions and responses pertaining to the RFP will be published and made available at http://www.uspto.gov/about/vendor_info/current_acquisitions/index.jsp. The identity of the author and associated company name of the question will not be published. All questions regarding the RFP are due by 10:00 a.m., Eastern Standard Time (EST), August 5, 2013. Receipt of late questions will not result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

L.16.1 CONTACT:

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L.17 JOINT VENTURE PROPOSALS

No joint venture proposals will be accepted.

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FACTORS

(a) The following are the evaluation factors for this RFP:

Factor 1: Experience

Factor 2: Management Approach

Factor 3: Past Performance

Factor 4: Price

(b) Relative importance of evaluation factors and best value determination

Evaluation Factors are listed here in descending order of importance: Experience, Management Approach, Past Performance and Price. Non-Price factors will be scored. When combined the Non-Price Factors are significantly more important than Price.

(c) Evaluation of Factors

1. Factor 1: Experience

The Offeror will be evaluated based on their experience performing the requirements specified in the SOW on projects of similar complexity, size, and scope. The Offeror shall demonstrate experience with the technology specified (or comparable technologies) in Section J Attachment *ITSS Technology Functional Area, Attachment 4 in Section J*. The currency, relevancy, responsiveness and completeness of an offeror's experience will be evaluated.

2. Factor 2: Management Approach

The overall management approach evaluation will consider relevance, credibility, responsiveness, and completeness of the approach. The USPTO will assess the Offeror's understanding of the requirement and viability of the planned approach. The following sub-factors will be used to evaluate an Offeror's management approach:

(a) **Quality Control** - evaluate for its ability to provide quality products and services. Proposed methods and techniques to promptly identify and resolve problems and errors, to identify and eliminate systemic problems, and to monitor ongoing work operations will be evaluated for sufficiency and effectiveness.

(b) **Transition Plan** - evaluate an Offeror's plan and schedule to acquire needed facilities, equipment and supplies and to recruit and train personnel. The plan will be evaluated for its feasibility in meeting required contract start date.

(c) **Use of Resources (Sample Tasks):** evaluate the offeror's technical approach to the sample tasks to evaluate the appropriateness of the proposed use of resources and labor categories and hours; the adequate ratio of management and supervisory personnel; the viability of plans to recruit, train, manage, and retain a quality work force during the life of the contract. Evaluate proposed equipment and supplies to determine their sufficiency and appropriateness and their effectiveness in meeting performance requirement.

(d) **Key Personnel:** evaluate the Offeror's ability to provide qualified key personnel in meeting key contract requirements with demonstrated skills in personnel management and demonstrated experience in program or project management.

3. Factor 3: Past Performance

Past performance evaluation will consist of the Government's assessment of the likelihood that the offeror will successfully perform the solicitation's requirements and will be based upon the past performance information collected from the offeror's contract references in quality, customer service, timeliness of performance, and business relations as listed in Attachment 8 of the Past Performance Questionnaire.

4. Factor 4: Price

A price analysis will be performed to determine whether the prices are fair and reasonable. **The price evaluation will consist of an overall average of the offeror's three (3) types of proposed fully burdened labor rates (on-site w/equipment/furniture, off-site without equipment/furniture and off-site) which will represent a composite average labor rate among all labor categories for the full five year period (base and four, one-year options). This will provide a method in which to compare the offerors' fully burdened labor rates among all offerors.**

M.2 EVALUATION CRITERIA

Evaluation Factors are listed here in descending order of importance: Experience, Management Approach, Past Performance and Price. Non-Price factors will be rated. Price will not be scored nor given a rating. When combined the Non-Price Factors are significantly more important than Price. Under Factor 2 Management Approach, Quality control is more important than Transition Plan, Transition Plan is more important than Resources, Resources is more important than Key Personnel. Under Factor 3, Past Performance, quality, customer service, timeliness of performance and business relations are considered equal.

M.3 "BEST VALUE" DETERMINATION AND CONTRACT AWARD

The USPTO will make a best value determination across all eligible proposals, responsible. In making this determination, the USPTO is more concerned with obtaining superior experience, management approach, and past performance than with making an award at the lowest overall price to the USPTO. However, the USPTO will not award a contract at a significantly higher overall price to achieve slightly superior experience, management approach, and past performance. Additionally, USPTO reserves the right to award a contract at a higher overall price for significantly superior experience, management approach and past performance. As proposals become more equal in their experience, management approach, and past performance, the evaluated price increases in relative importance.

Award of the contract will be made to the responsive, responsible Offeror whose proposal, including all options, contains the combination of non-price and price factors offering the best overall value to the USPTO. The basis for award of a contract as a result of the RFP will be an integrated assessment by the USPTO based on the evaluation factors described in Section M.1. Award will not be automatically determined by a numerical calculation or formula.

To be eligible for source selection and contract award, the Offeror shall meet the following conditions:

- Determined to be responsible according to the standards of FAR Subpart 9.1
- Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the solicitation
- Proposal is prepared according to instructions set forth in the solicitation and demonstrates the Offeror's capability to perform the scope of work required
- Meets all mandatory requirements set forth in the solicitation
- Provides the best overall value to the USPTO as represented by a combination of non-price and price factors.

M.4 AWARD WITHOUT DISCUSSIONS

In accordance with FAR 52.215-1(f)(4), the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.5 52.217-05 EVALUATION OF OPTIONS

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement.

M.6 RESPONSIBILITY

An Offeror must be determined responsible according to the standards set forth in FAR 9.1 to be eligible for award.

M.7 SINGLE AWARD

The Government expects to make a single award as a result of this competition.

M.8 UNBALANCED OFFERORS

The USPTO reserves the right to reject an offer if it is materially unbalanced as to prices, and it is determined that award of such an offer would not result in the lowest overall price to the USPTO, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less than the cost for some items and prices, which are significantly overstated for other items.